



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

INVITATION FOR BID NO. 17-15
MOWING SERVICES

Sealed bids addressed to the City of Rockville, Maryland for **MOWING SERVICES** will be received at the Purchasing Office, City Hall, 111 Maryland Avenue, Rockville, Maryland 20850 until WEDNESDAY, NOVEMBER 26, 2014 by **2:00 PM**.

The bidder shall assume full responsibility for the timely delivery of a bid to the designated location. Bids delivered to any other office or location will **not** be considered. All bids will be publicly opened after the time set for receipt of bids and read aloud in the Mayor & Council Chambers, City Hall, 111 Maryland Avenue, Rockville MD, 20850.

ADMINISTRATIVE BIDDING REQUIREMENTS AND INSTRUCTIONS

1. Procurement Rules:

- A. The City of Rockville has established for purposes of this Invitation for Bid (IFB) that the words "shall", "must", or "will" are equivalent in this IFB and indicate a mandatory requirement or condition, the material deviation from which will not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response is not in substantial accord with this IFB's mandatory requirements.
- B. The words "should" or "may" are equivalent in this IFB and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a bid proposal, but may result in being considered as not in the best interest of the City of Rockville.
- C. To be considered for an award, the Bidder must agree to abide by each mandatory requirement included in this IFB.

D. Definitions:

- 1. The term "**Invitation for Bid**" (IFB) means this invitation for you, the Bidder, to make an offer to the City of Rockville.

2. The terms “**bid**” and “**bid proposal**” means the offer submitted by you, the Bidder, in response to this IFB.
3. The term “**bidder**” means the entity making an offer to the City of Rockville in response to this IFB.
4. The term “**City**” means the City of Rockville.
5. The term “**Contractor**” means a bidder that is awarded a contract as a result of this IFB.
6. The term “**day**” means calendar day unless otherwise specified in this document.
7. The term “**dollar**” and the symbol “\$” mean United States of America dollars.
8. The terms “**you**” and “**your**” means the same as the term “bidder” above.
9. All references to a time of day are references to the time in Montgomery County, Maryland, USA.

2. **Proposed Schedule:**

- A. IFB release date – 11-5-2014
- B. Pre-Bid Conference(not mandatory) – 11-12-2014
- C. Questions Due – 11-19-2014 by 2PM
- D. IFB closing date – 11-26-2014 @2PM
- E. Opening/Reading of bids – 11-26-2014 @2PM

PRE-BID CONFERENCE & SITE VISITS

The City of Rockville will hold a pre-bid meeting on **Wednesday, November 12, 2014 at 10:00 A.M at 14625 Rothgeb Drive, Rockville Maryland 20850**. No site visits will be conducted. All individuals and/or parties interested in viewing the various site locations for the work shall assume complete responsibility and liability for any and all visits. The sites are located in and around the City of Rockville. Additional location information is contained in the Invitation for Bid 17-15, on pages 23-27. Failure to attend the pre-bid conference may result in a significant decrease in understanding the scope of work. Attendance is highly recommended but not required.

SUBMISSION

Bid submissions shall be provided in duplicate (one original and one copy). Bid shall be submitted in a sealed container labeled as follows:

MOWING SERVICES

Name and address of Bidder

Bid Number 17-15

Closing Date

All bids shall be addressed and delivered by the date and time specified to:

Attn: Jessie J. Woods, Buyer I, Purchasing Division, 111 Maryland Avenue, Rockville, Maryland 20850

BID RELATED QUESTIONS

Technical and contractual questions pertaining to this bid shall be directed to:

Jessie J. Woods
Buyer I
City of Rockville
Purchasing Division
111 Maryland Avenue
Rockville, MD 20850
Telephone (240) 314-8431
E-mail: jessie.woods@rockvillemd.gov

AWARD

Award will be made to the lowest responsive and responsible bidder(s) complying with all provisions of the Invitation for Bid, provided the bid price is reasonable and in the best interest of the City to accept. See pages 23-27 for level of service items in which the award will be based upon.

Upon award, the City will issue contracts to the chosen bidder in amount to be determined at the time of award based on available funding.

ADDENDUM

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at the address listed below:

<http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to acknowledge an Addendum with your response may result in disqualification of proposal.

AGREEMENT

The City of Rockville reserves the right to require the successful bidder to complete a two party standard form of agreement. See sample contract on pages 39-40.

INSURANCE

The successful contractor shall meet all of the insurance requirements contained within this document. Contractor shall be required to furnish a certificate of insurance to include endorsements for additional insured and waiver of subrogation.

NOTICE TO BIDDERS

"Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

W-9 FORM REQUIRED

Each bidder shall submit a completed W-9 form with their bid. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be down loaded from: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

US TREASURY IDENTIFICATION NUMBER

Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

QUALIFICATION TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the state in accordance with Section 16-202(a) of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

DISABILITY INFORMATION

ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS PUBLICATION IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR AT 240-314-8100, TDD 240-314-8137.

MINIMUM/LIVING WAGE INFORMATION

"The City Of Rockville has no minimum/living wage requirements above those set by the federal government. Prior to submitting a bid, bidders should consult their accountants or bookkeepers with regard to how recent State of Maryland and Montgomery County, Maryland legislation related to minimum and living wages impacts their labor costs for the solicited work, as any additional costs associated with the legislation shall be the responsibility of the bidder."



CITY OF ROCKVILLE MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
NON-CONSTRUCTION – 10/2012

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **SUBMISSION OF BID** Unless otherwise specified in the solicitation, all bids are to be submitted in a sealed envelope to the Purchasing Office, 111 Maryland Avenue, Rockville, MD 20850. The envelope shall be clearly marked with the invitation for bid number. Unless otherwise specified, the following forms must be submitted:
 - Bid proposal page(s) in duplicate
 - Non-collusion/non-conviction affidavit
 - References, if requested
 - Other forms as requested in the document.

The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

5. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read. A tabulation of bids received are posted on the City's website: <http://www.rockvillemd.gov/business/bids.htm>
6. **ACCEPTANCE OF BIDS** Unless otherwise specified, the City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening, unless extended by mutual consent of all parties.
7. **BID WITHDRAWAL** Bids may be withdrawn or modified under the following circumstances:
 - a. Where a mistake is discovered before the bid opening, the bid may be modified or withdrawn by written or electronic notice received by the Purchasing Agent prior to the time set for bid opening.
 - b. Where a mistake is discovered after the bid opening but prior to contract award, a bid: 1) may be corrected where the error is made and the intended bid price can be determined solely from the bid documents submitted, and the Purchasing Agent determines that the mistake was inadvertent and bona fide;
 - c. May be withdrawn where the bid was submitted in good faith and the bid price is substantially lower than the other bids due solely to a clerical mistake therein as opposed to a judgment mistake and the mistake was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid.
 - d. No bid may be withdrawn or award canceled when the result would be prejudicial to the interests of the City or fair competition.

- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or business to whom the contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
 - f. If a bid is withdrawn or award canceled under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
 - g. Nothing herein shall prevent the City from rejecting all bids if deemed to be in the interest of the City or fair competition.
8. **BIDDER INTEREST IN MORE THAN ONE BID** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
9. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. Destination basis only unless otherwise specified herein.
10. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder.
11. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.
12. **SPECIFICATIONS** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that bid documents are incomplete.
13. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid. See page 21 for service items in which the award will be based on.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
 - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
 - d. The quality of performance on previous contracts or services;
 - e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. The quality, availability and adaptability of the goods or services to the particular use required;
 - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
 - j. Such other information as may be secured by the City having a bearing on the decision to award the contract.
14. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi-year contract shall be null and void, effective July 1st of the affected year. Should the Contractor decline the City's right to exercise any option period, the City may consider the Contractor in default, which may affect that Contractor's eligibility for future contracts.
15. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
16. **INTERPRETATION** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Purchasing Agent. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.
17. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand

which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.

18. **EXECUTION OF AGREEMENT** Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and deliver to the City the required Agreement and other forms as requested. Failure of the successful bidder to execute the Agreement and supply other required forms within fifteen (15) calendar days shall constitute a default. The City may either award the contract to the next low responsive and responsible bidder or re-advertise the bids, and may charge against the original bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by a re-advertising, the defaulting bidder shall have no claim against the City for a refund.
19. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card – currently Mastercard) executed by the Purchasing Agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s). Issuance of all purchase orders will be contingent upon appropriation of funds by the Mayor and Council and encumbrance of such funds after July 1 of each year, as provided by the City Code.
20. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
21. **DELIVERY** Time is of the essence. All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information: 1) the Purchase Order number, 2) Name of the Article and Stock Number, 3) Quantity Ordered, 4) Quantity Shipped, 5) Quantity Backordered, and 5) Name of Contractor.
22. **TRAVEL TIME**
No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site. The Contract Administrator will verify time records.
23. **BILLING** Unless otherwise specified invoices are to be submitted to the "Bill To" address on the Purchase Order immediately upon completion of the shipment or services.
24. **PAYMENT** Payment shall be made after satisfactory performance of the contract/complete delivery in accordance with all of the provisions thereof, and upon receipt of a properly complete invoice. The City reserves the right to withhold any or all payment or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modification thereto. The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
25. **ELECTRONIC PAYMENT OPTION**
The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address: <http://www.rockvillemd.gov/business/payment>
26. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances.
27. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.
28. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way invalidate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased.

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits

should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the contract specified quantities without specific written authorization of the Purchasing Agent and it is the Contractor's responsibility to obtain said authorization.

29. **DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive.
30. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Purchasing Agent within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
31. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
32. **INDEMNIFICATION OF THE MAYOR AND COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
33. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
34. **TERMINATION FOR CAUSE** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor or his surety shall be liable to the City for costs to the City in excess of the defaulted contract prices.
35. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
36. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Contract Administrator, Lew Dronenburg or Jason Beale, shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Contract Administrator.
37. **LANGUAGE** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
38. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City. Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site And Remote Access Confidentiality Agreement, which can be viewed at the following web address: http://www.rockvillemd.gov/business/Rockville_Confidentiality_Policy.pdf.

39. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the City.
40. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
41. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant because of race, creed, sex, national origin or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

42. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Contract Administrator shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Contract Administrator, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.
43. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.
44. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

45. **ABANDONMENT OF OR DELAY IN WORK** If the work under the contract shall be abandoned by the Contractor, or if at any time the City shall be of the opinion and shall so certify, in writing, to the Contractor, that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the

work, or such part thereof, and the City shall have the power, by contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the contract and in such manner as not to interfere with the City's workmen.

46. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
47. **SUBCONTRACTING** Subcontractors are **not** allowed for this project. Exceptions will **not** be granted.
48. **NO WAIVER OF CONTRACT** Neither the acceptance by the City nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
49. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the City according to the specifications and drawings. No allowance will be made for any excess above the quantities required by the specifications and drawings on any part of the work, except where such excess material has been supplied or work done by order of the City and in the absence of default or negligence on the part the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the City, only the actual quantities placed will be allowed in measurement.
50. **CONTINGENT ITEMS & QUANTITIES** Items and quantities identified as being contingent are provided in the contract for use when and as directed by the City. These items are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the contract unit price bid or the contingent items may be deleted entirely from the contract by the City. The Contractor shall submit no claim against the City for any adjustment to the contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications.
51. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the contract shall be of good quality and new unless otherwise required or permitted by the contract documents, that all work will be in accordance with the contract documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the City, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the City, signify his intention in writing or inaction to correct work, as described above, then the City may proceed with the work and charge the cost thereof to the account of the contract as herein before provided.

Warranty documents shall be furnished by the Contractor and shall be delivered to the City before final payment is made.

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover</i> From Others Endorsement – signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
IFB 17-15, MOWING SERVICES

City Hall
111 Maryland Avenue
Rockville, MD 20850

SPECIAL PROVISIONS

1. PURPOSE

The purpose of this solicitation is to establish a fixed price contract for mowing services at various City parklands, public grounds, public rights of way, and open space. Additional mowing services, in addition to the regularly scheduled mowing sites, may be requested on an as needed basis. All work must be performed by a contractor of established reputation who is regularly engaged in the performance of the specified work and who maintain and makes available for this purpose, a regular force of skilled employees and equipment.

2. CONTRACT VALUE

This is a requirements contract for providing a readily available source to serve at the City's discretion for services specified. The quantities listed are the City's best estimate and are not to be taken as a guarantee of any specific dollar expenditure.

3. SITE VISITS

Each bidder is encouraged to visit all mowing locations to determine size and site conditions. The act of submitting a bid is to be considered acknowledgement by the bidder that they have visited the site, taken field measurements and are familiar with the conditions and requirements affecting the work. Failure to do so will not relieve the successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract and to complete the work for the consideration set forth in this bid.

4. CONTRACT TERM

The initial contract term shall be from April 1, 2015 through October 31, 2017, two (2) years, with an option to extend the contract for three (3) additional one-year periods through October 2019.

Multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Mayor and Council of Rockville. In the event funding is not granted, the affected multiyear contract becomes null and void, effective July 1 of the fiscal year for which such approval has been denied.

Should the vendor decline the City's right to exercise any option period, the City may consider the vendor in default which decision may affect that vendor's eligibility for future contracts.

5. PRICE ADJUSTMENTS

All prices offered herein shall be firm against any increase for two (2) years from the effective date of this proposed agreement.

A request for price adjustment is subject to approval or rejection by the City. A request for price adjustment from a Contractor will not be approved unless the Contractor submits to the City sufficient justification to support the Contractor's request.

A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington, DC Metropolitan Area by the United States Department of Labor's Bureau of Labor Statistics for the specific commodity or service group being provided by the contractor under this contract. The request for

the increase must be accompanied with supporting documentation justifying the requested price adjustment. A price increase, if approved, shall be effective sixty (60) days from the date of receipt of the contractor's request and shall be in effect for a period of one year.

6. SUBCONTRACTING

There shall be **NO** subcontracting or assignment of work delegation.

7. CONTRACTOR QUALIFICATIONS

Contractor shall currently be in business providing services similar in scope for at least the last five (5) years. To verify that satisfactory services have been provided, the Contractor shall provide a minimum of five (5) references. The references shall be for work performed for other governmental agencies or other large commercial properties.

Contractor and technicians shall be licensed and bonded in the State of Maryland.

Contractor shall hold a current Maryland Commercial Department of Agriculture Pesticide Applicators License with certification in Category IIIC (Turf) and VI (Right of Ways). A copy of the Contractor's Maryland Department of Agriculture Pesticide Applicators License shall be submitted with this bid.

8. ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State, County and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible Contractor. Barricades shall be provided by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the Contract Administrator(s).

9. TRAFFIC CONTROLS

Contractor shall be responsible for coordinating with the City of Rockville Police Department any traffic control measures. Contractor shall be solely responsible for pedestrian and vehicular safety and control within the workday, and shall provide all necessary warning devices, barricades, and ground personnel needed to give safety, protection, and warning to all persons and vehicles in the work area. Blocking of public streets shall not be permitted without written consent of the Rockville Police Department.

Contractor shall comply with any and all Maryland State Highway Safety Regulations (Work Zone Traffic Control – Standards & Guidelines) concerning traffic flow. Contractor shall be held liable for all accidents or injuries resulting from negligence on the part of the Contractor, his agents, or employees.

While working on State, County, or City roadways, the area must be posted with warning signs *at all times* and employees must wear Class II safety vests.

10. EMPLOYEES

Contractor is required to have the following staff dedicated to manage the requirements of this contract:

One (1) supervisor who will report directly to the Contract Administrator and will supervise the crew leaders and ground crew. Contractor's supervisor shall inspect the performance of the ground crew in all areas to assure that uniform and high quality workmanship is continually

maintained. The crew leader shall have a minimum of three (3) years' experience within the last five (5) years in grounds maintenance, mowing, edging, line trimming, chemical application and debris pick-up and disposal.

Contractor's two (2) crew leaders who will report directly to the supervisor, but shall also respond to the Contract Administrator when required.

A minimum of fourteen (14) equipment operators, which includes the two crew supervisors, shall be on site performing mowing services at all times. Work crews can work individually or in small groups based on the size of the section but Contractor shall maintain a minimum of fourteen (14) operators available. These equipment operators shall be dedicated to performing mowing services for the City of Rockville.

All employees of the Contractor must wear the Contractor's designated uniform with a visible logo and a company name. The uniform shall include a shirt, long pants and work boots. All employees must be pleasant and courteous to the public and City staff during all work.

While at a site the Contractor shall at all times have at least one employee that is fluent in communicating in the English language.

Contractor shall establish a written safety and health policy and provide training materials in a language and at a literacy level that all employees can understand. In addition, the Contractor shall assess each job for safety hazards and design a work plan that addresses methods of dealing with hazards during the mowing process.

Contractor and his employees, while on City property, must comply with the Maryland Occupational Safety and Health Act (MOSHA) of 1973 and any amendment thereof.

If any Contractor's employee on the jobsite shall appear to the Contract Administrator(s) to be incompetent, act disorderly or in an improper manner, such person shall be removed immediately on the request of the Contract Administrator(s) and shall not again be re-employed on the City contract without approval of the Contract Administrator(s).

11. EQUIPMENT

Contractor's equipment shall be of commercial quality size and type suitable for the tasks specified in this contract. All mowing equipment shall meet all current ANSI and all other applicable safety regulations.

At a minimum, Contractor shall own and have available on site and in good working the following:

- 2 - Crew Cab Trucks with Equipment Trailers
- 10 - Front Mount Mowers, 36" or larger
- 10 - Push Rotary Mowers
- 3 - Vertical Edgers
- 3 - Line Trimmers

Contract Administrator, or designated representative, will inspect the Contractor's equipment prior to contract award and at any other time to ensure that it is safe and well maintained and in proper working condition according to the requirements of the manufacture.

Contractor's vehicles used in the execution of this contract shall have the company name and/or logo, telephone number, and Maryland Commercial Department of Agriculture Pesticide Applicators License number prominently displayed on both sides of the vehicles.

All vehicles shall be clean, maintained and painted to present a neat, professional appearance. In addition, all vehicles and equipment shall meet all current City, State, and Federal safety requirements.

12. SAFETY AND CLEANLINESS

Contractor shall provide for a neat, clean, and safe environment at all times during all work. All vehicles, trailers, mowers, edgers, trimmers, and other equipment shall be in proper working order and present a neat, clean appearance.

Refueling and other routine maintenance practices are not to be carried out on any grass or associated grounds area; all equipment must be moved to paved areas for these operations. Any fuel or fluid spills or spoils generated from equipment operations or maintenance is the sole responsibility of the Contractor and must be handled according to all applicable regulations. All spills shall be cleaned up and damaged repair at the cost of the Contractor.

Contractor's employees shall be of neat appearance and conduct themselves in a professional manner while working for the City of Rockville. Whenever the Contractor leaves a location, that location shall be clean, safe, and free of any equipment and other materials related the work.

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions with the work. Contractor shall take all reasonable protection to prevent damage, injury, or loss to:

- All employees on the job and any other persons who may be affected thereby.
- All work and all materials.
- Other property at the site or adjacent thereto.

Contractor shall give all notices and comply with all applicable laws, ordinance, rules, regulations, and orders of any public authority bearing on safety of persons and property and their protection from damage, injury, or loss. Contractor shall notify the Contract Administrator and promptly remedy all damage or loss to property caused in whole or in part by the Contractor.

13. MATERIAL SAFETY DATA SHEETS

By law, the City of Rockville will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. Contractor's pesticide applicators are required to have on site the product label and/or MSDS sheets for all products being used as required by the Maryland Department of Agriculture's MDA Regulation 10.05.01.

14. DEFICIENCIES IN WORK

Contractor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Contractor by the Contract Administrator or if weather conditions preclude this response, on the first day thereafter when weather conditions do permit corrective action. Contractor shall bear all costs of correcting such rejected work.

If the Contractor fails to correct the work within the period specified, the City may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within three (3) calendar days of receipt of the notice. Areas that are not corrected, or did not receive scheduled services shall be deducted from the invoiced amount.

If the Contractor fails to correct the work within the period specified in the notice, the City shall place the Contractor in default, obtain the services of another vendor to correct the deficiencies, and charge the Contractor for said costs; either through a deduction from the next payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the City may terminate the contract for default.

15. WRITTEN WARNING/DEFAULT

The City may place the Contractor in default if the Contractor receives two written warnings, via certified mail, of unsatisfactory work as determined by the Contract Administrator for each scheduled work period. Said warnings need not be concurrent, but will be any accumulative total during the term of this contract. Warnings may be issued for any violation of the contract during the term of the contract.

16. LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR

Contractor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the Contract Administrator.

17. WORK SCHEDULE

Mowing shall begin the first full week in April and end the last full week of October unless otherwise directed by the Contract Administrator.

All scheduled services will be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, with the exception of contract holidays. Work performed outside of the set work scheduled must be preapproved and shall be performed between the hours of 7:00 a.m. and 5:00 p.m. No work shall take place on Sunday. Work on State highways shall commence between the hours of 9:00 a.m. and 3:00 p.m. in accordance with the State of Maryland highway regulations. Work shall be started late enough in the morning to make certain that the dew has evaporated. Contractor shall obey all noise ordinance regulations required by the County, City, or Municipal jurisdictions.

Contract holidays are as follows:

New Years Day	Independence Day	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day

No holiday or overtime work is authorized without prior approval of the Contract Administrator.

18. AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS

Although this Invitation to Bid is specific to the Parks & Facilities Division and Public Works Division, it is hereby agreed and understood that any City department may avail itself of this contract and purchase any and all items specified herein from the Contractor at the contract prices established herein. Under these circumstances, a separate purchase order shall be issued by the City, which identifies the requirements of the City department requesting the services.

19. ADDITIONAL SERVICES

The City may require additional locations of a similar nature, but not specifically listed in the contract. If the Contractor agrees to provide such prices, the pricing on such additional locations shall be based upon the per acre pricing submitted on the Bidder Proposal Pages. If the price offered is not acceptable to the City, the City reserves the right to procure those services from other vendors, or to cancel the contract upon giving the Contractor thirty (30)-days written notice.

20. USE OF CONTRACT BY OTHER PUBLIC BODIES

Bidders are advised that the resultant contract may be extended, with the authorization of the awardee, to other public bodies, or public agencies or institution of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to sue the final contract, the Contractor(s) must deal directly with that public body concerning the placement or orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The City of Rockville acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have NO EFFECT on consideration of your bid.

It is the Contractor's responsibility to notify the public body of the availability of the contract.

The City of Rockville shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

21. CONTACT FOR CONTRACTUAL MATTERS

Contractual questions shall be referred to:

Jessie J. Woods, Buyer I
Purchasing Division
City Hall
111 Maryland Avenue
Rockville, MD 20850
Telephone (240) 314-8430
E-mail:

22. CONTRACT ADMINISTRATORS

Questions regarding the contract shall be referred to the Contract Administrators based on the sections listed below:

Parks and Facilities Division (Sections A – D)
Dianne Fasolina, Parks Maintenance Supervisor
14625 Rothgeb Drive
Rockville, Maryland 20850
Telephone: 240-314-8711
FAX: 240-314-8719
E-Mail: dfasolina@rockvillemd.gov

Public Works Division (Sections F1 – F4)

Heather Gewandter, Stormwater Manager
Department of Public Works
City of Rockville
111 Maryland Avenue
Rockville, MD 20850
Telephone: 240-314-8873
FAX: 240-314-8309
E-Mail: hgewandter@rockvillemd.gov

23. PAYMENT

Multiple purchase orders will be issued for the moving services contract. One purchase order will be issued by the Parks and Facilities Division and one purchase order will be issued by the Public Works Division. Contractor shall submit two separate invoices at the end of each month.

The invoice for the Parks and Facilities Division (Section A – E) shall be sent to:

City of Rockville, Parks and Facilities Division
Attn: Alex Kramer, Management Assistant
14625 Rothgeb Drive
Rockville, Maryland 20850-2364
Phone: (240) 314-8712
Fax: (240) 314-8719
akramer@rockvillemd.gov

The invoice for the Public Works Division (Section F1 – F5) shall be sent to:

City of Rockville, Department of Public Works
Heather Gewandter, Stormwater Manager
111 Maryland Avenue
Rockville, MD 20850
Telephone: 240-314-8873
FAX: 240-314-8309
E-Mail: hgewandter@rockvillemd.gov

All invoices must reference the purchase order numbers. Vendor shall be responsible for clearly describing and identifying services performed on all invoices.

Payments shall be processed upon the inspection and acceptance by the Contract Administrator to assure compliance with specifications and proper completion of the work.

Prices shall not include Federal, State or Local taxes. The City's tax exemption certificates will be issued at time of award.

TECHNICAL SPECIFICATIONS

1. SCOPE

Contractor shall supply all labor, equipment, and materials necessary to provide mowing, trimming and edging services at designated locations within the City of Rockville as detailed in these specifications. All work shall be performed to provide a neat, clean, well groomed and trimmed appearance performed in a professional manner.

2. MANAGEMENT AND INSPECTION

The Contract Administrator, or designated representative appointed by the City, shall supervise and inspect the mowings in both the Parks and Facilities and Public Works sections. The Public Works Contract Administrator will designate an Inspector to inspect the Stormwater Management Facilities (SWM) listed in Section FI to F5.

3. PERSONNEL

Contractor shall provide, at all times, an on-site properly trained and experienced English-speaking supervisor overseeing the mowing services, using their best skill and attention, and shall be solely responsible for all methods, techniques, and procedures and for coordination of all portions of the work under this contract.

Contractor shall perform all specified work using properly trained and skilled individuals supervised and directly employed by the Contractor. Materials and equipment furnished by the Contractor shall conform in strength, quality of materials, appearance, and workmanship to that which is usually provided by a commercial contractor in this trade.

Contractor shall at all times enforce strict discipline, respectable behavior, and good order among the employees and shall not employ any unfit person or anyone not skilled in the task assigned. Contractor shall be responsible to the City for the acts and omissions of their employees.

4. DAMAGE

Contractor shall be responsible for all repairs and/or replacement of turf and plant materials damaged by their employees or equipment during performance of the mowing services. Contract Administrator will determine the degree of damage and extent of responsibility. This will include damage to tree trunks by mowers, line trimmers, edgers and chemical applications. Any plant material damaged will be replaced at the Contractor's cost and will occur during the first planting season after damage occurs. A walk-through of all sites will be conducted prior to the start of the contract to determine preexisting conditions.

Contractor shall promptly report any unusual conditions to the Contract Administrator. This shall include, but not limited to damage to City, County, or State property, trees, shrubs, unauthorized occupancy, etc. resulting from vehicular damage, storm damage, or vandalism.

5. MOWING

Mowers shall be set to provide a clean cut at cutting height of 3 ½ inches. Blades shall be sharpened prior to each scheduled mowing and as needed to ensure clean cut grass. All safety devices shall be in place according to the manufactures specification on machines.

Areas listed under Section A (Parks and Facilities Division) that are less than 2 acres must have grass clippings collected and removed from the site at the direction of the Contract Administrator at the Contractor's expense.

Grass clippings and debris must not be blown into tree pits, shrub beds, and flowerbeds and any re-mulching required in these areas will be done by the City and charged to the Contractor. Grass clippings must not be blown into any storm drains.

Mowing height shall be must be 3 ½ inches, however, areas mowed biweekly can be cut at a height of 2 ½ inches during the rapid spring growth only when notified by the Contract Administrator.

The frequency of mowing will follow a set schedule to be established at the beginning of each mowing season. Contractor shall notify the Contract Administrators immediately of any deviation from this schedule. The Contract Administrator for that section must approve variances in the schedule. Factors such as rain or drought may affect the schedule and the Contract Administrators may elect to change the frequency based on these factors. The City may accept schedule changes as may better accommodate the Contractor and are also in the best interest of the City. Any changes in the mowing schedule must be submitted, in writing, with justifications to be approved by the Contract Administrator of that section. No changes in scheduling will be made without consent of the Contract Administrator.

Exact boundaries will be established with the Contract Administrators before the first mowing. Once exact boundaries are established, the Contractor shall be responsible for communicating boundaries to their staff. It will not be the responsibility of the Contract Administrators to review boundaries with Contractor or their staff after the boundaries have been established and given to the Contractor. Contract Administrators will establish boundaries for any new areas added to or deleted from the contract.

6. TRASH REMOVAL

Contractor shall clear the mowing areas of all debris (paper, cans, glass, stones, sticks, hubcaps, etc.) prior to each mowing. Debris shall be properly disposed of, off site, at the Contractor's expense. Mowing over any trash is prohibited. If accidentally done so, the Contractor shall clean up the trash prior to leaving the site.

Debris removal is critical at Stormwater Management (SWM) facilities. In no instance shall the Contractor place any debris into a SWM control structure, stream or watercourse.

Contractor is not responsible for the removal of fallen trees, large limbs or dumped large items or debris including but not limited to appliances and construction spoils. Contractor shall report the discovery of any of those impediments to the Contract Administrator as soon as possible.

7. EDGING

Contractor shall clean-cut edge all cement curbs and sidewalks, every other mowing, at all sites using an edger that incorporates a steel blade.

Contractor shall edge all asphalt and brick curbs and sidewalks, every other mowing, at all sites using a line trimmer.

Contractor will remove built up soil and organic material from the sidewalk or curb as part of the edging operation. The full width of the sidewalk or curb will be exposed with a defined, visible edge when edging is satisfactorily completed. All edging debris that cannot be blown into the turf will be removed and disposed of off-site at the Contractor's expense.

8. CHEMICAL TRIMMING

Contractor shall apply a post-emergent herbicide around the base of trees, shrubs, guardrails, concrete curbs, gutters and medians as to provide a minimum weed free zone of two (2) feet. Contractor shall apply a post-emergent herbicide to all concrete curbs, gutters and cement median pads adjacent to the mowing areas listed in this contract. These applications shall be performed three times per year, once in May, July and September. The post-emergent herbicide must be approved by the Contract Administrator and applied in accordance with the laws of State of Maryland by a registered applicator.

9. LINE TRIMMING

To maintain a neat appearance between chemical trimmings, the Contractor shall trim around all tree pits, shrub beds, flower beds, signs, SWM control structures, guardrails and other hardscape features at the conclusion of each mowing with approved mechanical line trimmers. Absolutely no line trimming is to impact or occur around the base of trees and shrubs.

10. CHANGES IN ASSIGNMENT

The City reserves the right to add or delete sections under this contract based on the funds available. Payment will then be adjusted based on acreage per mowing, using the unit price calculated from the Contractor's price proposal.

MOWING LOCATIONS PER SECTION

Below is the list of mowing locations divided into sections for both Parks and Facilities and Public Works divisions. The City reserves the right to add or delete locations to be serviced and/or change the number of mowings per year as deems necessary and in the City's best interest.

The successful bidder shall be fully responsible for reviewing all locations prior to bidding and to verify the exact areas to be mowed and current conditions thereon. Bid price adjustment requests based on the lot size or current conditions shall not be honored by the City.

SECTION A: CITY PARKS AND FACILITIES

Frequency: 30 weekly mowings to begin the first full week in April and end the last week of October. Edging to be completed at every other mowing.

Weekly Mowing Dates: 4/6, 4/13e, 4/20, 4/27e, 5/4, 5/11e, 5/18, 5/25e, 6/1, 6/8e, 6/15, 6/22e, 6/29, 7/6e, 7/13, 7/20e, 7/27, 8/3e, 8/10, 8/17e, 8/24, 8/31e, 9/7, 9/14e, 9/21, 9/28e, 10/5, 10/12e, 10/19, 10/26e (e = edging week)

	Acreage
1. Azalea Drive (medians between Nelson Street and Woodley Drive)	0.67
2. Beall Dawson Historical Park (includes 111& 113 W. Montgomery Avenue)	2.00
3. Bullards Park – 150 Calvert Road	2.75
4. City Hall Campus – 111 Maryland Avenue	1.00
5. Dawson Farm Park – 312 Ritchie Parkway	3.00
6. Friends Park – intersection of Great Falls Road, E. Jefferson Street, & W. Montgomery Avenue	0.40
7. Gilbert Triangle – intersection of Edmonston Drive and Gilbert Road	0.16
8. Glenora Park – 2199 Dundee Road	4.50
9. Horizon Hill Park – Wootton Parkway & S. Fallsmead Way	1.50
10. Jacquelin T. Williams Park – 101 S Adams Street	1.06
11. James Monroe Park – 100 Monroe Street	0.71
12. Jefferson Street/Ritchie Parkway – between Jefferson Street and Route 355 by 7-11	1.00
13. Karn Park – Corner of Evan Street & Laura Lane	0.10
14. King Farm Homestead Park – 16100 Frederick Road	5.00
15. Lone Oak Park – 1010 Grandin Avenue (*school site – no herbicides)	4.50
16. Mary Trumbo Park – 220 Park Road	0.18
17. Millennium Gardens Park – 634 Great Falls Road	1.20
18. Monument Park 550 Maryland Avenue	6.00
19. Nelson Street (1000 block, 2 medians across from small shopping center)	0.05
20. North Farm Park – 601 Farm Pond Lane	4.00
21. Potomac Woods Park - 2276 Dunster Lane	5.00
22. Peg Sante Park – intersection of Mannakee Street and Beall Avenue	0.58
23. Rockcrest Park – 1331 Broadwood Drive	3.00
24. Rockmead Park – 1510 Gerard Street	1.00
25. Rockville Civic Center Park – 603 Edmonston Drive (*Thursdays Only)	20.25
26. Silver Rock Park – 1105 Maple Avenue	2.50
27. Veteran's Park – 600 Rockville Pike	0.68
28. Woottons Mill Park – 402 Hurley Avenue	4.50

TOTAL 77.29

SECTION B: CITY RIGHT OF WAYS

Frequency: 14 bi-weekly mowings to begin in April and end in October. Edging to be completed at every other mowing.

Bi-Weekly Mowing Dates: 4/6, 4/20e, 5/4, 5/18e, 6/1, 6/15e, 6/29, 7/13e, 7/27, 8/10e, 8/24, 9/7e, 9/21, 10/5e, (e = edging week)

	Acreage
1. Aintree Drive – North side from Watts Branch Parkway to Currier Drive	0.73
2. Bouldercrest Court – corner lot from light post to fence	0.50
3. Cabin John Parkway - west side from Monroe Street to Leverton Road	3.00
4. Crestview Court. – circle in court	0.11
5. Crestview Drive – lot between 1725 and 1729 Crestview Drive	0.22
6. Darnestown Road – from Glen Mill Road to south side of Windy Knoll Court down to wood fence	0.26
7. Eaton Overlook – cul-de-sac	0.04
8. Falls Road – bike path side between Wootton Parkway to Dunster Road	1.00
9. Falls Road – from Kersey Lane to Hadley Park	0.39
10. Falls Road – traffic Island @ Rose Petal Way	0.10
11. Gerard Court – field between Gerard Court & Elmwood Court off Greenplace Terrace	1.95
12. Hurley Avenue – Woottons Mill Park side from Bridge to Monet Drive (skip Church)	0.90
13. Hurley Avenue at Route 28 – NW side, Rockshire Garden Club site, across from Shell Station	1.00
14. Kersey Road & Falls Road – SW corner	0.17
15. Maryland Avenue - south side from Argyle Street to Potomac Valley Road	1.04
16. Monroe Street – from Argyle Street to Dogwood Park (East Side of Park - skip townhouses)	0.71
17. New Mark Esplanade – lot between dead-end and Monroe Street	1.25
18. Paulsboro Drive – behind townhouses 901 to 975	1.71
19. Richview Ct. – path between 5 and 6 Richview Court	0.25
20. Ritchie Parkway – SE side between W. Edmonston Drive and Route 355	2.30
21. S. Fallsmead Way – from Wootton Parkway to first houses on both sides	0.56
22. Scott Drive – Corner of Wootton Parkway to end of City Maintenance sign	0.20
23. Seven Locks Road – median near Twin Oaks Drive	0.04
24. Seven Locks Road – West side from Wootton Parkway to “End of City Maintenance” sign	0.51
25. Tower Oaks Boulevard – between Montrose Road to the SW corner GEICO	0.80
26. Tower Oaks Boulevard – traffic Island at Montrose Road	0.40
27. W. Lynnfield Drive – from E. Argyle Street to Cabin John Parkway	0.35
28. Watts Branch Parkway – field between Watts Branch Parkway & Route 28 beside Shell station - includes area surrounding and under bridge up to guardrail	2.68
29. Watts Branch Parkway - area over bridge / hill side and bike path sides	2.00
30. Watts Branch Parkway – right side from Hurley Avenue to Aintree Drive & left side below Gerard Street, right side below Lochness Court to first house	2.34
31. Woodburn Road. - dead end	0.25
32. Wootton Parkway – between Seven Locks Road and Route 355 both sides and median	5.50
33. Wootton Parkway – between Seven Locks Road and Darnestown Road (includes Orchard Ridge Park), both sides and median	23.46
TOTAL	56.72

SECTION C: CITY RIGHT OF WAYS

Frequency: 14 bi-weekly mowings to begin in April and end in October. Edging to be completed at every other mowing.

Bi-Weekly Mowing Dates: 4/13e, 4/27, 5/11e, 5/25, 6/8e, 6/22, 7/6e, 7/20, 8/3e, 8/17, 8/31e, 9/14e, 9/28, 10/12e, (e = edging week)

	Acreage
1. Anderson Park – SE side of field in front of townhouses on Princeton Place to College Parkway	1.70
2. Avery Road – from Norbeck Road to Redgate Golf course, both sides	0.30
3. Broadwood Drive - medians between Veirs Mill Road & Baltimore Road	1.00
4. College Parkway – NW side from Nelson Street to first house	0.27
5. College Parkway – median at Route 355	0.05
6. E. Gude Drive. – between Route 28 and Southlawn Drive	2.55
7. Entrance to Cambridge Heights Townhomes – at Research Boulevard and Route 28	0.22
8. First Street Park – between Maple Avenue & Anita Court (*no vehicle access)	1.32
9. First Street median – between Baltimore Road and Grandin Avenue	0.08
10. First Street (Old Pump House site) – across from Maryvale Park between First Street & Route 28	0.25
11. Fordham Street –field from corner of Princeton Place to house next to parkland	0.72
12. Forest Avenue – corner of Forest Avenue & Dawson Avenue	0.32
13. Gaither Road - between 1010 and 1138 Gaither Road includes center medians	0.15
14. Halpine Road – between Route 355 & E. Jefferson Street, 3 medians	0.22
15. Nelson Street – both sides from Aster Boulevard to first house beyond College Parkway	0.34
16. Pier Drive – between Halpine Road & Vandergrift Avenue along stream from Ardennes Avenue to Twinbrook Park	2.30

17. Princeton Place – SW side of park land from College Parkway to Duke Court	0.83
18. Redland Boulevard. – from Gaither Road west to guard rail, beyond light at Piccard Drive sidewalk & median	3.50
19. Traffic Island – Route 28 & Darnestown Road	0.48
20. Twinbrook Bike Path – Rear of Rockcrest Recreation Center to Twinbrook Park footbridge including Viers Mill Road spur	7.77
21. Viers Mill Road (service drive) – between Twinbrook Parkway and First Street	4.47
22. W. Gude Drive – between Route 355 and I-270 overpass both sides and medians	4.08
23. W. Gude Drive – between Research Boulevard and W. Montgomery Avenue median & turn islands	0.63
24. Winding Rose Drive – berm across 500 block above the stone wall	4.00
25. Wintergreen Terrace – south side from Larkspur Terrace between houses along park land	1.15
TOTAL	38.70

SECTION D: STATE HIGHWAY RIGHT OF WAYS

Frequency: 14 bi-weekly mowings to begin in April and end in October. Edging to be completed at every other mowing.

Weeks: Bi-Weekly Mowing Dates: 4/6, 4/20e, 5/4, 5/18e, 6/1, 6/15e, 6/29, 7/13e, 7/27, 8/10e, 8/24, 9/7e, 9/21, 10/5e, (e = edging week)

	Acreage
1. Route 355- from Twinbrook Parkway to Shady Grove Road medians only	5.50
2. Route 586–Twinbrook Parkway to MD Route 911 medians and service roads (sides)	3.70
3. Route 28 –Route 586 to Baltimore Road (medians and sides) to MD Route 911	6.64
4. Route 911 – from Route 355 to Route 586, median & sides	0.60
5. Route 28 – from Nelson Street to Hurley Avenue, median & 2 triangle ramps (includes bikeway bridge slope)	
6. Route 28 – W. Montgomery Avenue from Research Boulevard to Shady Grove Road (median and guard rail areas)	0.50
TOTAL	17.54

PUBLIC WORKS SECTIONS

SECTION F1 TO F4: STORMWATER MANAGEMENT

These sections include ponds, wet lands, dry ponds, and Public Works facilities. Key #2375 maybe required for access.

F1A:

Frequency: 14 bi-weekly mowings to begin in April and end in October. Edging to be completed at every other mowing.

Bi-Weekly Mowing Dates: (4/13e, 4/27, 5/11e, 5/25, 6/8e, 6/22, 7/6e, 7/20, 8/3e, 8/17, 8/31e, 9/14e, 9/28, 10/12e, (e = edging week)

	Acreage
1. Aintree #2 – (bio-retention) entire dam & upland slopes to Barclay Court & rear of residences	0.26
2. Aintree - one pond at Aintree	1.40
3. Arlive Court – entire parcel mowed	0.43
4. Carnation Drive – area between the right-of-way & 25' back to gabion dam & 20' approximately on left side of dam	0.02
5. Curtis Place - off of W. Edmonston Drive	1.00
6. Dawson Farm – area from end of Ritchie Parkway to footbridge inside the limits of bike path and along right-of-way line on Ritchie Parkway	1.52
7. Fallsgrove Pond – off of W. Montgomery Avenue, area inside fence	0.70
8. Gerard Court – area includes depressed area	0.11
9. Glenora Park West – area includes entire parcel	0.44
10. Hungerford /Stoneridge – entire dam area from entrance off Cabin John Parkway to Wootton Parkway	0.80
11. Legacy at Lincoln Park - entire parcel from Moore Drive to 798 N. Horners Lane	0.50
12. Locks Pond Court – entire parcel mowed down to asphalt path	0.74
13. Mount Vernon Place – from right-of-way of Mt. Vernon Place along west side of bike path to stream	0.68
14. National Capital Research Park – includes tip of dam to parking lot to opposite side of dam where slope begins	0.31
15. North East Park – entire dam to be mowed	0.28
16. North Farm – entire parcel behind homes along Farm Haven Court to house #4 – excludes the stream area	1.80
17. Potomac Woods – Pond 2276 Dunster Lane	0.50
18. Rose Hill Falls # 1 – access area to structure only	0.08

19. Rose Hill Falls # 2 – area along top and sides of dam	0.08
20. Rose Hill Falls # 3 – area along top and sides of dam	0.06
21. Rose Hill Falls # 4 – area along top and sides of dam	0.06
22. Rose Hill Falls # 5 – area along top and sides of dam	0.21
23. Tower Oaks at Montrose Road area around pond, slope to top of hill	0.40
TOTAL	12.38

F1B:

Frequency: 30 weekly mowings to begin the first full week in April and end the last week of October.

Weekly Mowing Dates: 4/6, 4/13e, 4/20, 4/27e, 5/4, 5/11e, 5/18, 5/25e, 6/1, 6/8e, 6/15, 6/22e, 6/29, 7/6e, 7/13, 7/20e, 7/27, 8/3e, 8/10, 8/17e, 8/24, 8/31e, 9/7, 9/14e, 9/21, 9/28e, 10/5, 10/12e, 10/19, 10/26e (e = edging week)

1. Horizon Hill Facility # 1 – includes area downstream side of dam to all parkland up to N. Commons Way	1.24
2. Horizon Hill Facility # 2 – includes area from toe of dam at pebble Ridge Court to toe of dam at Longhill Drive	1.87
3. Horizon Hill Facility # 3 – area includes all from upstream of toe of dam at Longhill Drive	2.18
TOTAL	5.29

F2:

Frequency: 30 weekly mowings to begin the first full week in April and end the last week of October.

Weekly Mowing Dates: 4/6, 4/13e, 4/20, 4/27e, 5/4, 5/11e, 5/18, 5/25e, 6/1, 6/8e, 6/15, 6/22e, 6/29, 7/6e, 7/13, 7/20e, 7/27, 8/3e, 8/10, 8/17e, 8/24, 8/31e, 9/7, 9/14e, 9/21, 9/28e, 10/5, 10/12e, 10/19, 10/26e (e = edging week)

1. Rockville Heights – entire parcel at the end of Leland Street	1.24
TOTAL	1.24

F3:

Frequency: 3 mowings per year to be mowed May, July and September

	Acreage
1. Don Mills Court – entire parcel	0.60
2. Leverton Road – entire parcel	0.14
3. Edmonston Drive @ Ritchie Parkway	0.19
4. Fallswood Court – area included dam, emergency spillway, grasses area with limits of woods near outfalls	0.98
5. Falls Grove Pond #1a – corner of Darnestown Road & Shady Grove Road – slope around pond only	0.50
6. Falls Grove Pond #1b – Darnestown Road @ Prettyman Drive	0.40
7. King Farm – Irvington Ponds, #1,2& 3 - corner of Redland Road & King Farm Drive	0.90
8. King Farm – #4 Gaither Road pond - corner of Redland Boulevard & Gaither Road – facility dam	0.30
9. King Farm - #5 Gaither Road at Piccard Drive (mow pond and dam)	0.22
10. Tower Oaks Pond - Corner of Wootton Parkway and Tower Oaks Boulevard – by town homes	0.50
TOTAL	4.73

SECTION F4: Water Treatment Locations

TOTAL 1.90

F4A: Locations in Rockville, MD

Frequency: 14 bi-weekly mowings to begin in April and end in October.

1. Carr Avenue Water Tank – 213 Lockett Street and Carr Avenue (*key required)	0.51
2. Hunting Hill Water Tower, 13902 Glen Mill Road – across from Lakewood Country Club (*key required)	1.25
3. Talbot Street Water Tower, 200 Talbot Street – hillside outside of fence and area inside fence (*key required)	0.50
4. Falls Grove Pumping Station – driveway off of W. Montgomery Avenue (*key required)	0.46

F4B: Locations in Potomac, MD

Frequency: 14 bi-weekly mowings to begin in April and end in October.

1. Sandy Landing Water Treatment Plant - Sandy Landing Lane, Potomac, MD	0.25
2. Sandgringham Lane Pumping Station – Corner of Sandgringham Lane and S. Glen Mill Road, Potomac, MD (brick structure on corner)	0.15
TOTAL	0.40

Weekly dates listed in this bid correspond to the initial contract year beginning in April, 2015. Option Years 1 thru 4 weekly dates shall be adjusted accordingly.



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND
INVITATION FOR BID NO. 17-15
MOWING SERVICES**

BID PROPOSAL FORM

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY FOR MOWING SERVICES AS SPECIFIED HEREIN.

SECTION A: CITY PARKS AND FACILITIES

<u>Area</u>	<u>Acreage x</u>	<u>Price</u> <u>Per Acre</u>	<u>=</u>	<u>Unit Price</u> <u>Per Mowing x</u>	<u>Estimated</u> <u>Cuts per</u> <u>Year</u>	<u>=</u>	<u>TOTAL</u>
Section A	77.29	_____		_____	30		\$_____

SECTION B, C, AND D: CITY/STATE RIGHT OF WAYS

Section B	56.72	_____		_____	14		\$_____
Section C	38.70	_____		_____	14		\$_____
Section D	17.54	_____		_____	14		\$_____

SECTION F1 (A & B), F2, AND F3 : STORMWATER MANAGEMENT

Section F1A	13.85	_____		_____	14		\$_____
Section F1B	5.29	_____		_____	30		\$_____
Section F2	1.24	_____		_____	30		\$_____
Section F3	4.73	_____		_____	3		\$_____
Section F4	1.90	_____		_____	1		\$_____

SECTION F4 (A & B) Water Treatment Locations

Section F4A	2.72	_____		_____	14		\$_____
Section F4B	0.40	_____		_____	14		\$_____

GRAND TOTAL \$_____

Unit Pricing

The City may require additional mowing services at locations of a similar nature, but not specifically listed in this Invitation for Bid. If the Contractor agrees to provide such services, the pricing on such additional locations shall be based upon per acre pricing below. If the price offered is not acceptable to the City, the City reserves the right to procure those services from other vendors, or to cancel the contract upon giving the Contractor thirty (30)-days written notice.

SECTION A: CITY PARKS AND FACILITIES

Sites less than 1 acre \$ _____/acre

Sites 1 acre and large \$ _____/acre

SECTION B, C, AND D: CITY/STATE RIGHT OF WAYS

Sites less than 1 acre \$ _____/acre

Sites 1 acre and larger \$ _____/acre

SECTION F1 (A & B), F2, AND F3: STORMWATER MANAGEMENT

Sites less than 1 acre \$ _____/acre

Sites 1 acre and larger \$ _____/acre

SECTION F4: Water Treatment Locations – Rockville, MD

SECTION F4 A - Water Treatment Locations

Sites less than 1 acre \$ _____/acre

Sites 1 acre and larger \$ _____/acre

SECTION F4 B - Water Treatment Locations - Potomac, MD

Sites less than 1 acre \$ _____/acre

ADDITIONAL SUBMITTALS

LICENSE

Contractor shall hold a current Maryland Commercial Department of Agriculture Pesticide Applicators License with certification in Category IIIC (Turf) and VI (Right of Ways). A copy of their Maryland Department of Agriculture Pesticide Applicators License must be submitted with this bid.

EQUIPMENT LIST

Contractor shall provide a complete list of all owned or leased equipment to be utilized in meeting the requirements of this contract. The City reserves the right to inspect the bidder's equipment prior to award of the contract.

SUBCONTRACTING

Confirm that no subcontractors will be utilized for this contract.

_____YES _____NO

INSURANCE

The contractor will be required to submit a certificate of insurance **including endorsements and a waiver of subrogation** in accordance with Insurance Requirements Page. Provide a copy of a current Certificate of Insurance with your bid.

Confirm your firm's ability to submit the certificate of insurance, waiver of subrogation and endorsement documents as specified. _____YES _____NO

ADDENDA

Addenda will be posted on the City's website (www.rockvillemd.gov). Plan holders are responsible for checking the City's website periodically for all addenda.

Acknowledgment is hereby made of the following Addenda (identified by number) received since the issuance of this bid: #_____ or _____none.

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

IF AN INDIVIDUAL:

NAME: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

Signature (SEAL) Date

Print Signature

WITNESS: _____

Signature

Print Signature

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

BY: _____ (SEAL) _____
Member Signature Date

Print Signature

TITLE: _____ WITNESS: _____

Signature

Print Signature

IF A CORPORATION:

NAME OF CORPORATION: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____
Signature Date

Print Signature

TITLE: _____ WITNESS: _____
Secretary's Signature

Print Signature

REMITTANCE ADDRESS (if different than above)

Street and/or P.O. Box

City State Zip Code

PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

EMERGENCY SERVICE (24hr.) PHONE: _____



City of Rockville
REFERENCES

The bidder shall be a competent and experienced Contractor with an established reputation within the community. The bidder shall have performed commercial mowing services for a minimum period of five (5) years. Bidder shall furnish a representative list of five (5) current contracts of similar quantity and value.

Bidder shall have adequate technically qualified personnel employed within their organization to perform all phases of the contract requirements. Ability to meet the foregoing experience requirements shall be considered by the City in determining the responsibility of the bidder. Failure to submit the required information with the Bid Proposal may be cause for rejection of the bid.

The City may make such investigation, as it deems necessary to determine the ability of the Bidder to furnish the services and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and deliver the service herein.

Company Name: _____

Address: _____

Contract Person: _____ Phone: _____

Contract Value: _____ Term of service: _____

Description: _____

Company Name: _____

Address: _____

Contract Person: _____ Phone: _____

Contract Value: _____ Term of service: _____

Description: _____

Company Name: _____

Address: _____

Contract Person: _____ Phone: _____

Contract Value: _____ Term of service: _____

Description: _____

Company Name: _____

Address: _____

Contract Person: _____ Phone: _____

Contract Value: _____ Term of service: _____

Description: _____

Company Name: _____

Address: _____

Contract Person: _____ Phone: _____

Contract Value: _____ Term of service: _____

Description: _____

RESPONDENT'S QUESTIONNAIRE

The Bidder recognizes that in selecting a company, the City of Rockville will rely, in part, on the answers provided in response to this Questionnaire. Accordingly, bidders warrant to the best of its knowledge that all responses are true, correct and complete.

Company Profile

1. Number of Years in Business: _____
2. Type of Operation: Individual____ Partnership____ Corporation____ Government____

Number of Employees: _____(company wide)
Number of Employees: _____(servicing location)

Annual Sales Volume: _____(company wide)
Annual Sales Volume: _____(servicing location)
3. State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by the City of Rockville.
4. Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis), which indicates the financial stability of your company, if requested by the City of Rockville.
5. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
6. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with The City of Rockville.
7. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

A F F I D A V I T

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of

whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and 4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. **I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.**

Name of Firm _____

Signature and Title _____

Printed Name _____ **Date** _____



SAMPLE ONLY
Do Not Complete Or Return

STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF ROCKVILLE AND CONTRACTOR
This Agreement, made this _____ day of _____, 2014, by and between

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, hereinafter referred to as the "COUNCIL" and

(A) _____ hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the COUNCIL for the consideration hereinafter named, agree as follows:

ARTICLE 1. The COUNCIL agrees to pay the CONTRACTOR for the performance of the contract the sum

of _____ dollars (\$ _____)

ARTICLE 2. The CONTRACTOR agrees to furnish separate 100% performance and payment bonds in such form as shall be acceptable to the COUNCIL.

ARTICLE 3. The CONTRACTOR agrees to furnish all of the machines, equipment, material, and/or labor described in the specifications entitled Invitation For Bid 17-15 MOWING SERVICES.

ARTICLE 4. The COUNCIL may make any alterations, deviations, additions or omissions from the aforesaid specifications, which it may deem proper, without affecting or making void this contract; and in such cases the COUNCIL shall value or appraise such alterations and recommend the amount added to or deducted from the amount herein agreed to be paid to the CONTRACTOR for the excess or deficiency occasioned by such alterations. In case any alterations or deviations are made, such further time may be allowed for completion of the work, caused by such alterations or deviations as the purchasing agent or an appropriate department head of the City of Rockville shall decide to be reasonable.

ARTICLE 5. If the CONTRACTOR shall be adjudged bankrupt or if he shall make a general assignment for the benefit of his creditors, or if a Receiver shall be appointed on account of his insolvency, or if he shall persistently or repeatedly refuse or shall fail, except in case where extension of time is provided, to supply enough properly skilled workmen or proper materials or if he should fail to make prompt payment to subcontractors for materials or labor, or disregard law, ordinances or the instructions of the COUNCIL or otherwise be guilty of substantial violation of any provision of this Agreement, then the COUNCIL may, without prejudice to any other right or remedy, and after giving the CONTRACTOR reasonable notice, terminate the employment of the CONTRACTOR and take possession of the machines, equipment and material already delivered or in process of delivery.

ARTICLE 6. The CONTRACTOR and the COUNCIL agree that this Agreement, the Invitation for Bid or the request for quotation and all of the specifications therewith and all modifications thereof constitute the Contract, and that they are fully a part of the Contract as if hereto attached or herein repeated and that for themselves and each of them, their successors, personal representatives and assigns hereby agree to the performance of the covenants herein contained.

ARTICLE 7. The CONTRACTOR, with the execution of this Contract, makes assurance that all materials necessary for the completion of this project are now available to him or will be available so as not to cause delay in the time specified for completion, nor will there be any further expense to the COUNCIL by reason of any special expense imposed by his supplier or fabricator after this Contract is executed.

ARTICLE 8. The CONTRACTOR at all times shall observe and comply with all Federal and State Laws and local laws, ordinances and regulations in any manner affecting the conduct of the work; and all such other orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Mayor and Council and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees whether by himself or his employees.

The CONTRACTOR shall indemnify and save harmless the Mayor and Council of Rockville, Maryland, and all its officers, agents and servants from all suits, actions and damages and costs, of every name and description to which the COUNCIL may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the CONTRACTOR, his servants or agents or to other cause.

IN WITNESS WHEREOF, the said (A) _____
_____ and
the COUNCIL have caused these presents to be signed and sealed.

For Corporations.

Corporation: _____

*By: _____ (Seal)
(Either president or vice-president. If other person is authorized, authorization in form of corporate resolution must be attached.)

Print Name: _____

Title: _____

Witness: _____
(Should be secretary or Asst. secretary.)

Print Name: _____

Title: _____

***Corporate seal must be impressed through name of person signing for corporation.**

For individuals or partnerships.

*By: _____
(Either owner or partner)

Print Name: _____

Title: _____

Witness: _____

Print Name: _____

Title: _____

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

By: _____ Date: _____
Barbara Matthews, City Manager

ATTEST

By: _____ Date: _____
Douglass Barber, City Clerk

Approved as to form and legality:

_____ Date: _____
City Attorney

**NOTE (A): The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter:
John Doe dba Doe Masonry Company**

Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded Contractor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The City Of Rockville shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT TO:

Yes / No	Jurisdiction	Yes / No	Jurisdiction
	Alexandria, Virginia		Alexandria Public Schools
	Alexandria Sanitation Authority		Arlington County, Virginia
	Arlington County Public Schools		Bowie, Maryland
	Charles County Public Schools		College Park, Maryland
	Culpeper County, Virginia		District of Columbia
	District of Columbia Courts		District of Columbia Public Schools
	District of Columbia Water & Sewer Auth.		Fairfax, Virginia
	Fairfax County, Virginia		Fairfax County Water Authority
	Falls Church, Virginia		Fauquier County Schools & Government, Virginia
	Frederick, Maryland		Frederick County, Maryland
	Gaithersburg, Maryland		Greenbelt, Maryland
	Herndon, Virginia		Loudoun County
	Loudoun County Public Schools		Loudoun County Sanitation Authority
	Manassas, Virginia		City of Manassas Public Schools
	Manassas Park, Virginia		Maryland-National Capital Park & Planning Comm.
	Metropolitan Washington Airports Authority		Metropolitan Washington Council of Governments
	Montgomery College		Montgomery County, Maryland
	Montgomery County Public Schools		Prince George's County, Maryland
	Prince George's Public Schools		Prince William County, Virginia
	Prince William County Public Schools		Prince William County Service Authority
	Rockville, Maryland		Spotsylvania County Schools
	Stafford County, Virginia		Takoma Park, Maryland
	Upper Occoquan Sewage Authority		Vienna, Virginia
	Washington Metropolitan Area Transit Authority		Washington Suburban Sanitary Commission
	Winchester, Virginia		